

MOTION BY MAYOR MICHAEL D. ANTONOVICH

MAY 2, 2006

An exhibition soccer game between Mexico and Venezuela will be held at the Rose Bowl on May 5, 2006. This exhibition game is expected to draw over 80,000 patrons to the Rose Bowl. The Rose Bowl Operating Company, acting as an agent of the City of Pasadena, intends to provide a shuttle service between the Memorial Park Metro Gold Line Station in the City of Pasadena and the Rose Bowl. The Rose Bowl Operating Company has requested financial assistance to defray the cost of the one-day shuttle service. This shuttle service for the general public will help reduce traffic congestion before and after the event and draw public attention to the benefits of riding the Metro Gold Line.

The Los Angeles County Metropolitan Transportation Authority has approved the use of County Proposition A Local Return Transit funds for this financial contribution toward this one-day shuttle. The cost of the service is estimated to be \$42,500.

This service is a discretionary project that is statutorily exempt from the California Environmental Quality Act pursuant to Section 21080 (b) (10) of the Public Resources Code.

I, THEREFORE, MOVE that the Board delegate authority to the Director of Public Works, or his designee, to negotiate and execute a cooperative financial agreement with the Rose Bowl Operating Company, acting as an agent of the City of Pasadena, in a form substantially similar to the enclosed agreement. The agreement provides for the County to finance up to \$42,500 of the cost of the public transit service (equipment, operators, supervisors, signage, newspaper advertising and temporary fencing) on May 5, 2006. The necessary funds are available in the Fifth Supervisorial District's Proposition A Local Return Transit Program, included in the Fiscal Year 2005-06 Transit Enterprise Fund Budget.

# # #

MOTION

MOLINA	_____
BURKE	_____
YAROSLAVSKY	_____
KNABE	_____
ANTONOVICH	_____

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the ROSE BOWL OPERATING COMPANY, acting as an agent for the CITY OF PASADENA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "RBOC," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

## W I T N E S S E T H

WHEREAS, RBOC proposes to provide a shuttle service between the Memorial Park Metro Gold Line Station in the City of Pasadena and the Rose Bowl for the exhibition soccer game between Mexico and Venezuela on May 5, 2006, utilizing various transit service providers; and

WHEREAS, COUNTY desires to encourage the use of the Metro Gold Line between downtown Los Angeles and the City of Pasadena and the use of other public transit services; and

WHEREAS, RBOC has requested financial assistance to defray a portion of the cost of vehicles used in transporting the public as part of the shuttle service; and

WHEREAS, COUNTY proposes to provide a one-time contribution of up to Forty Thousand and 00/100 Dollars (\$40,000.00) in COUNTY Proposition A Local Return Transit funds to RBOC to assist in financing a portion of the costs for the public transit service, including the vehicles, equipment, operators, supervisors, signage, and temporary fencing at the shuttle stops (hereinafter referred to as SERVICE).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by RBOC and COUNTY and of the promises herein contained, it is agreed as follows:

### (1) COUNTY AGREES:

- a. To pay to RBOC, after completion of SERVICE and upon demand, sufficient COUNTY Proposition A Local Return Transit funds to cover the cost of SERVICE in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00). Said demand shall consist of an invoice prepared by RBOC.

### (2) RBOC AGREES:

- a. To provide SERVICE comprised of the following items:
  1. To acquire shuttle services from various public transit service vendors including Foothill Transit, Los Angeles County Metropolitan Transportation Authority (Metro), and Transit Systems Unlimited, Incorporated, to provide a shuttle service between the Memorial Park Metro Gold Line Station in the City of Pasadena and the Rose Bowl for the exhibition soccer game between Mexico and Venezuela on May 5, 2006.

2. To install signage and fencing at the Metro Gold Line rail station at the Memorial Park to guide Gold Line patrons from the trains to the shuttle vehicles and to separate the shuttle stop area from pedestrian and vehicular activities not associated with SERVICE.
  3. To install signage and fencing at the Rose Bowl to guide SERVICE patrons from the shuttle stop towards the Rose Bowl and to separate the shuttle stop area from pedestrian and vehicular activities not associated with SERVICE.
- b. Upon completion of SERVICE, to invoice COUNTY for the cost of SERVICE, in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00). The invoice shall include copies of the invoices submitted by the various public transit vendors and other sufficient documentation to verify the costs of the signage and temporary fencing at the shuttle stops.
  - c. To use COUNTY'S one-time contribution of up to Forty Thousand and 00/100 Dollars (\$40,000.00) solely to offset the costs of SERVICE.
  - d. To maintain such compliance, performance, and fiscal records necessary to comply with Metro's Proposition A and Proposition C Local Return Guidelines and to maintain all records on file for a minimum of five years following the completion of this SERVICE.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S maximum obligation under this AGREEMENT is Forty Thousand and 00/100 Dollars (\$40,000.00).
- b. This AGREEMENT constitutes the entire agreement between COUNTY and RBOC and may be modified only by further written agreement between the parties hereto.
- c. In executing this AGREEMENT, COUNTY is providing a one-time contribution to be applied toward SERVICE.
- d. Consistent with the nature of this AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither COUNTY, nor any officer or employee of COUNTY, shall be liable for any damage, cost, or expense which relates to, arises out of, or is in anyway connected with SERVICE for which funding is herein provided as a result of this AGREEMENT. In addition, RBOC agrees to defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against any and all claims, suits, and damages of any kind whatsoever, including without limitation, claims for personal injury or property damages that arise out of or are in any way connected with SERVICE for which funding is herein provided as a result of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the ROSE BOWL OPERATING COMPANY acting as an agent for the CITY OF PASADENA on \_\_\_\_\_, 2006, and by the DIRECTOR OF PUBLIC WORKS, pursuant to authority delegated by the BOARD OF SUPERVISORS of the COUNTY OF LOS ANGELES, on \_\_\_\_\_, 2006, Board Item \_\_\_\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

ROSE BOWL OPERATING COMPANY  
As agent for the City of Pasadena

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
City Director of Finance

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

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